

EXHIBIT TE 82

**From:** Lyndah Bartolome [lyndahbpci@gmail.com]  
**Sent:** 2/5/2019 5:50:00 PM  
**To:** Guy Koren [guyk23@hotmail.com]  
**Subject:** Fwd: ISSUES AT HAND

## Forwarded Conversation

**Subject: ISSUES AT HAND**  
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From: Guy Koren <[guy@potatocornerusa.com](mailto:guy@potatocornerusa.com)>  
Date: Wed, Apr 9, 2014 at 10:59 PM  
To: Jose Magsaysay, Jr. <[jomag28@gmail.com](mailto:jomag28@gmail.com)>  
Cc: Jojo G. Montinola <[josemontinola@yahoo.com](mailto:josemontinola@yahoo.com)>, Marvs Bermejo <[marvsbermejo@yahoo.com](mailto:marvsbermejo@yahoo.com)>, Lyndah Bartolome <[lyndahbpci@gmail.com](mailto:lyndahbpci@gmail.com)>, Amir Jacoby <[ajacoby88@gmail.com](mailto:ajacoby88@gmail.com)>

Hi Joe,

I wanted to touch base with you verbally 1st to discuss various issues as it is easier with so much to discuss and then summarize our conversation with a follow up email. I didn't hear from you so I'm going forward writing this email to bring up the issues at hand. My purpose for this email is not to criticize, although it may seem that way, but to bring everything to the open, for us to move forward we need to get on the same page and understand where the frustrations are coming from so we know how to move beyond it.

the topics:

Middle east development - spices and website/Facebook, training.

flavors expiration - update and concerns

Mexico development - deal terms and your feedback

Audit and FDD registration renewal - notice of violations, concerns and consequences

Status of PCJV moving forward - how do we address major concerns and move forward.

MIDDLE-EAST:

\*Training:

I've spoke to Ali and he confirmed again as I told you on your US visit, that he is happy and wants to train in the Philippines for the carts operations. He said he will definitely not open any carts prior to training in the Philippines and will probably even go this year depending on the kiosk development schedule. He expressed that he would like to concentrate first on the opening of the first kiosk coming in mid-April as there is a lot to do and since the operations mirror the US operations, he does not want any confusions as to differences in operations as well as to take precious time away from priority responsibilities he has to prepare for the 1st store opening such as crew training, inventory, scheduling and many other responsibilities that come with grand opening. I as well agree that it does not make any sense or benefits any party, further more jeopardizes the

success of the 1st store opening to go to the Philippines now for the purpose of training for cart operations when he has no carts in the pipeline. His Training will be more beneficial when its closer to an actual opening of a cart as well as after he gets his kiosk grand opening done.

We agreed on this on your visit to LA as well as in our conference call with you, Amir and I prior to signing the ME development as it was one of the conditions to the agreement. you can check the terms as it specifies that training will be done in the US or Philippines. it should be according to the business model we are pursuing. I'm sorry to say that it is not fair to the AHG group and to me (Looking bad in-front of the AHG group) to force them to come now to the Philippines with-out any sensible business reason just to justify your request when it was agreed upon prior, whether you remember or not.

\*Flavors to AHG:

We need to get on the same page as far as how the flavors and cups will be delivered to the AHG. as per the term-sheet we agreed the proprietary supplies will be delivered from either the US or the PH depends on what makes sense financially and logistically. for the flavors, due to the short shelf life of the flavors and the added shipping time and cost of shipping and customs of the flavors coming to the US, it only makes sense to ship it directly from the PH instead of PH to US and then US to ME.

Lyndah has mentioned to me that you want the HK company to be the one handling supplies. To be honest, I'm confused as to what it means. I have no problem with HK company billing PCIV for the Flavors and then PCIV collecting from ME. Ali confirmed that they are willing to pay for the flavors and shipping ahead of time if needs be for the time being. Joe, if you have any suggestions as to a different/better way to handle the flavors transaction then please let us know. We have provided AHG marked up prices for cups and flavors that are a little discounted from the prices that we give our US franchisees since their volume will be much higher and they incur added shipping and customs fees and we need to keep that in mind and make it reasonable. How ever you suggest to handle the billing and payment of the flavors and cups let us know and it should be fine as long as the PROFITS go to PCIV which I'm sure its obvious to everybody as it is a PCIV deal. (for now cups have been shipped from US but can come from Shanghai if beneficial)

\*Social Media and Website:

In my conversation with Ali, he has asked for permission to launch a "Potato Corner ME" website and FaceBook page. the Website is proposed to be "[www.potatocornerME.me](http://www.potatocornerME.me) or .com (not sure, need to confirm) and the FaceBook name is proposed to "Potato Corner ME (ME for Middle-East). I informed him it sounds good to me but the final approval will come from Cinco and to not proceed with any until I get your blessing. Please let me know if its ok with the board or if you have any suggestion or preference. I assume that cinco does not want (I know I don't) to assume the responsibility of doing the middle-east marketing and social media but need to give them a site and Facebook to promote the brand (shall you approve). OF COURSE any ME site and FaceBook will need to follow and use trademark approved graphics and sensitive content and you will have FULL control to disapprove or regulate any content you do not see fit without limitation per the agreement. Obviously it will be hard to track and control their every post, as we don't want to nor have the time to, but anything that you don't like, we can request removal of.

Please let me know if you approve the names and or have any additional concerns you want to share and clarify before I can inform Ali if and when he can move forward with the Facebook and website. Also I assume we want to link it to "potato Corner" main site as we did for US.

Progress of store development:

ME is projected to open the first store in mid-April in Dubai and has 3 more projected to open simultaneously in Kuwait before September. Ali will send you and I an email update soon with more details.

#### FLAVORS:

The Flavors Expiration has been an issue now for over 2 YEARS. I'm not sure how to express our deep frustrations with how long it has been taking to extend the expiration a merely 3 month or ideally 6 month. We politely have stressed and begged for a serious effort on getting this extension done. The short shelf life of the flavors is causing us numerous serious complications, liability, and serious loss of \$\$\$\$ and its getting exponentially worst as we open more stores. We have lost over \$10,000 in expired flavors already and are projected to potentially loose tens of thousands more in the coming year or two just because of the expiration and our difficulty to safely project usage and projected need when we need to consider seasonal adjustments, upcoming stores, shipping time, expirations dates, existing inventory of all franchisees, and flavor ratio of each flavor when you have such a SHORT time for "room for error". it would take someone with a PHD in mathematics to even attempt to get anywhere close with projecting usage when you have only 3-4 months of shelf life when the flavors arrive, it is EXTREMELY difficult. we cant afford to order too little as we would have to order very often which would drive the cost way up, and we can't order too much as we face major loss of \$\$ for flavor becoming expired. it is hard, costly and too time consuming to keep sending samples of each batch for bacterial test every couple of months. we don't have the resources and it is becoming a VERY SERIOUS matter. its just not a way to run a business if we are looking to grow much more as it is already causing us major complications.

We express this concern many times in the past and keep on hearing that it will be solved soon and then again soon, but the dates keep on getting delayed as I had numerous conversations with Lyndah and the board on your visits without any solid answers or results. Honestly, We feel that it hasn't been handled with enough urgency and an understanding of the seriousness of this matter because unless we ask for an update we don't hear about any progress. We have expressed many many times to solve this as it is a major problem and keep on hearing that it is in process and will take 3 month, then another 3 month and then another, now we are 2 yrs.

you have always asked to be in the loop for the progress of PCJV and offered your support with issues that we have, and as we mentioned that the PCJV business in the US is very different with its regulations, law, real-estate, accounting and standards and there is not much you can do for us here in the efforts to learn this business and deal with real-estate and franchisees, but one of the only issue we asked for help, that ONLY CINCO has the ability to help us is the flavors expiration which is taking so long to resolve and feels like it is not taken seriously (that's our feelings due to having to constantly ask for updates and remind). How are we suppose to feel comfortable to ask for more help regarding issues that can only be handled in the US? same goes for audit requirements we needed from cinco that were simple such as a simple signature or an email confirmation. We only ask for a few things and have a hard time getting results that we are reluctant to ask for more help.

I'm sorry to say what maybe seems to be a harsh criticism but as much as we love you as partners and people for your great personality and good will and intensions, this is a business partnership and I have to be honest with you about our frustrations and feelings to be able to move forward, I've held it for way too long.

#### Mexico Development:

Just to summarize and confirm, months ago Eduardo emailed you with a proposal for developing Mexico. After he didn't hear back, he emailed me asking if to negotiate with US or with you. I've asked you how to handle Eduardo and you asked me to negotiate the development with him. I informed you that I don't want issues like we had in the ME deal and that I need to know what I can do or not do...you gave me you blessing and said you trust me to do the deal with full latitude on the terms and structure as long as I remember to include the

trademark cost at his expense. We spoke on the phone and you confirmed with me that I have your authorization to structure the deal since its close to US and we'll be the ones supporting him. Eduardo came to visit last month and do discuss the proposal. we have came to a non formal agreement on the terms and I would like to send it to you before I proceed to make sure Cinco is on-board (even though you told me to do what I feel is best). It is important to me that you review the term sheet and give me your thoughts. The one issue we have yet to decide on is how to calculate royalties. Eduardo mentioned that it is more like the PH operations where he will have a lot of carts and some Kiosks and In-lines. The kiosks and In-lines will operate like the US but the carts like the PH. He mentioned that royalties will be difficult to track and collect with the carts since they wont have a POS system like here and there won't be an internet connection. He suggested to bill the royalties into the flavors by calculating approximately what 5% of sales would be in compare to a certain quantity of flavors and then add to flavor cost. I told him I will consult with you to see how Cinco does it in the PH and to see if you have any suggestions as to how to collect/track royalties from sales in a cart operation since you have done it for many years. I would appreciate if you could advise us on how to go about the royalties so I can add it to the terms sheet. I will send you the Proposed term sheet for Mexico in a separate email so you can review and give me your thoughts before I do anything further with Eduardo.

Audit & FDD renewal:

## HOW THE AUDIT AND FDD PROCESS WORKS

TO HELP YOU BETTER UNDERSTAND THE U.S. AUDIT AND FDD PROCESS I THOUGHT I'D GIVE YOU A QUICK REVIEW. IT'S IMPORTANT THAT YOU UNDERSTAND OUR PROCESS BECAUSE WE NOW FACE SIGNIFICANT ISSUES THAT IMPACT OUR ABILITY TO MOVE THE BRAND FORWARD.

AS YOU KNOW, EACH YEAR WE ARE REQUIRED TO COMPLETE AN OUTSIDE AUDIT. THIS AUDIT (AND ITS RESULTS) ALLOW US TO RENEW FRANCHISE REGISTRATIONS IN VARIOUS STATES IN WHICH WE WOULD LIKE TO SELL FRANCHISES. THE AUDIT CONTAINS THREE IMPORTANT SECTIONS:

- 1) THE REVIEW OF OUR PAST YEAR'S FINANCIAL PERFORMANCE;
- 2) AN OUTSIDE OPINION ABOUT WHETHER WE CAN EXIST FINANCIALLY AS A BUSINESS (OTHERWISE KNOWN AS THE "GOING CONCERN");
- 3) STATEMENTS TO SUPPORT OUR ABILITY TO REQUEST RENEWAL IN VARIOUS U.S. STATES

IF OUR FINANCIAL CONDITION SHOWS A NEGATIVE CASH POSITION, WE ARE EVALUATED AS HAVING THE POTENTIAL TO BE A "GOING CONCERN". IN THE FIRST YEARS' OF BUSINESS THIS CAN BE EXPECTED, AND IF WE ACHIEVE SUCH A DESIGNATION IT MEANS THAT WE CAN'T RECEIVE MONIES FROM A NEW FRANCHISEE UNTIL THEIR STORE OPENS. IF WE ACCEPT MONIES AHEAD OF ANY OPENING, IT PUTS US IN VIOLATION WITH STATE LAW, AND REQUIRES US TO SUBMIT A "NOTICE OF VIOLATION" AND PAY FINES AND PENALTIES. THIS IS WHAT WE HAVE DONE IN PAST YEARS INADVERTENTLY. AS OUR STORE COUNT CONTINUES TO GROW, ANY FUTURE PENALTY AMOUNTS CAN BE SIGNIFICANT, AND VARIOUS STATES COULD SUSPEND OUR ABILITY TO FRANCHISE.

SO THE PROCESS IS SUMMARIZED AS THIS:

1. CONDUCT AN AUDIT
2. DETERMINE OUTSIDE AUDITOR RESULTS
3. SUBMIT AUDIT OPINION WITH FRANCHISE RENEWAL APPLICATIONS IN EACH STATE
4. HAVE VARIOUS STATES DETERMINE IF OUR APPLICATION WILL BE ACCEPTED, OR UNDER WHAT CONDITION IT WILL BE ACCEPTED. (IN THE STATE OF CALIFORNIA, THEY HAVE SAID



WE CAN DO BUSINESS AS LONG AS WE DON'T TAKE FRANCHISEE MONEY UNTIL THEY OPEN. THIS IS KNOWN AS "FEE DEFERRAL".

5. SELL NEW FRANCHISES UNDER VARIOUS STATE REGISTRATIONS, WHICH VARY FROM STATE TO STATE.

AS YOU KNOW THE MAJORITY OF OUR FRANCHISES ARE IN CALIFORNIA. THIS INCLUDES 10 STORES IN THE PIPELINE WHICH AREN'T OPEN. IF FOR ANY REASON WE FAIL TO OPEN THOSE STORES, WE WOULD HAVE TO PAY BACK ANY MONIES WE RECEIVED.

THE RESULT OF BOTH PAYING BACK NON-OPENED FRANCHISEES, AND NOT BEING ABLE TO OBTAIN NEW MONIES FROM NEW FRANCHISEES WILL QUICKLY PUT THE COMPANY IN A NEGATIVE CASH POSITION AND POTENTIALLY DANGEROUS OPERATING HEALTH. IT MEANS THAT WE COULD ONLY RELY ON INCOME COMING FROM ROYALTIES, AND IF WE DON'T HAVE MONEY TO SUPPORT CURRENT STORES, THE PROBLEM BECOMES COMPOUND. IF WE HAVE SUFFICIENT MONEY IN THE BANK THIS ISSUE WOULD BECOME A MOOT POINT.

This year, the audit came back indicating that we aren't classified as a potential "going concern" issue. If we did receive that, it would mean automatic designation for fee deferral. However we're not out of the woods. We finalized the Audit and are currently filling for the renewal as I write this email. We were able to get rid of the going concern but was informed by Barry Kurtz (new Franchise Attorney) that the fee deferral would probably still be imposed by the CA examiner and some other states as well. His explanation is: the going concern automatically puts us in a fee deferral situation, but without the going concern, the examiner still looks at our financials and can still impose a fee deferral if the financials are not strong enough. When Barry looked at our financials he informed us that most likely the examiner will still impose the fee deferral since we don't have enough funds in the bank (we'll know for sure once the examiner reviews our application and gives comments). Barry assured us he will try to make an argument for removing the deferral due to our rapid growth and having minimal debt with growing income but he is not confident in being successful in convincing the examiner. This poses the most serious situation we have yet seen. reason being is, if the examiner imposes a deferral for 2014 in CA it means that we are unable to collect Franchise fees from any new franchisees until they open their store. This has HUGE implications. With out the deferral we can collect fees upon signing and 60% of which are non refundable! with the deferral, If we don't collect the fee, the franchisees can back out at anytime between signing the FA and the signing of a lease without any implications and until opening the location with some implications but still can. it means no fees will be collected for minimum months and even over a year if I can't find them a location quick.

If I do collect fees even though we have a deferral, we are in breach of our state regulations and are subject to increasing fines and even a suspension as we keep on doing it again and again (the fees have already increased from \$667 to \$2500 as of the last fine). Also for each fee collected prior to opening we have to notify the state, pay a fine, and send a "notice of violation" to the franchisee giving him 60 days to cancel the agreement at which we would have to refund the Franchise fee back to the franchisee plus any fees they have incurred along the process (legal fees, background check fee etc...)

it gets worst, if we don't notify the state right away and the franchisee finally opens the store, comes the next years registration we have to notify the state on all fees collected and once they see that it was collected prior to opening, we have to send notice of violation then at which if their store is not performing well, they can choose to cancel the agreement and force PCJV to purchase the store from them at the cost of the franchisee's investment up to that point. Which means, if the franchisee has spent \$220,000 and is now loosing money, breaking even or even making a little money but is unsatisfied with the venture, we will have to purchase the store for 220,000 plus assume the lease with the mall and take over the store at what ever shape/performance it is at (DLA Piper never told us this potential Liability). This puts us in a huge risk!!! enough 1 store chooses to do so and we will go out of business and potentially sued just because of the deferral which is only because we don't have funds in the bank. this is VERY DANGEROUS!!!

This is a rolling trickle down effect. if we had approximately 300k in the bank at all time, we wouldn't have the fee deferral which then we would be able to collect non refundable fees upon signing and we would have no

issues at all and more safe income. now we are increasing liability, unable to collect fees, and jeopardizing the whole business.

Therefor I've decided the examiner imposes the deferral in CA and other states, I will no longer collect fees prior to opening no matter what as I don't want to pay fines, get suspended, and most of all send anymore notices of violation and put the whole PCJV at risk of total bankruptcy and even worst, legal actions against us. That means that for 2014, and if nothing changes with our funds, 2015 and on we will have much reduced income and potential spiral to bankruptcy. since also most of the medium to good malls in LA are already been Franchised, for the first time I have only 1 franchisee in the pipeline for CA (which I can't collect fees) and 1 franchisee for Minnesota (which I can and will collect this weekend but we'll keep us at float only for this month) and then we are with no fees coming in unless I find franchisees in non deferral states which I currently don't have.

We are also not entertaining any out of state (out of CA) franchisees unless they qualify for an area development of at least 5 locations since it is too costly and too much work for 1 store at a time to support the franchisee out of state and we don't to put PCJV in a greater risk by having too many franchisees doing 1 store each out of state. This means that even at non deferral states, our development is going to be slowed down since we need to find only area developers which is harder to find and take longer but is the right strategy to take when franchising out of state. As we were told by many franchising experienced business people, the last thing we want to do is franchise 1 store at a time out of state. we will have too many franchisees to handle which will increase liability and potential suits and is harder to support with supplies and operations.

This means I no longer know when we will have additional Franchise fees income available (besides the 2 mentioned above and the remainder of the N. CA AD fees) and that we will now only have the slowly increasing royalties to count on for survival. My guess is that if we don't inject money to the company, we will probably not survive, and if we do it would be with barely with head over water for a few years if at all.

#### FRANCHISE SUPPORT

Simply put as we have more operating stores, we need to provide manpower to support their operations with field employees, marketing support, and additional resources as required by the FDD. If we don't have the cash to operate, clearly we cant add additional personnel that could meet those requirements. we are getting to a critical point where store requirements outstrip our daily capacity to support them.

#### STATUS OF PCJV MOVING FORWARD

The bottom line is we need sufficient capital to support growth. This requires us to raise capital one way or another. How we get there is clearly a matter for all of us to consider.

Please give me your thought on the matters above as we need to make decisions before it gets beyond repair. As to the AHG requests, I would appreciate feedback as soon as possible since they are waiting on your approval for the flavor shipping, Website, and Facebook. As for the Mexico deal, I will send you the proposed term sheet we agreed on with Eduardo and wait your feedback and approval before sending back to Eduardo.

Meanwhile, I will work with Amir on a proposal on how we think is best to move forward which will explain how much capital we need to raise, how it will be used, what we project in the future if we raise the capital, what we fear will happen if we don't, our projected burn rate and cash flow, and what we feel needs to be changed structurally to enable us to raise the money. I will work on a power point presentation that will make it easy for you to understand our current path and the new direction we must take to avoid spiraling down to bankruptcy. As to who will raise the \$\$ among us and how will it affect the structure is up to us to decide, but something needs to change for us to correct our direction. I have potential investors willing to invest but not at the current equity structure; If you want to put in the capital then its a different conversation all together. Please give me your thoughts on how you wish to move forward and what it is you want us to do in regards to our current cash position as we have about 2 months worth of funds until we are cash negative and then I'm all out of Ideas.

Also when will you be visiting again so we can discuss further. Joe, again, I appreciate our partnership and see you all as family which is why I bring this up. I'm will be doing you a disservice if I don't put everything on the

table honestly and keep you in the dark. I want this to succeed for ALL of us which is why I have to be honest for the better or worst.

regards,



**Guy Koren**

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From: Jomag28G <[jomag28@gmail.com](mailto:jomag28@gmail.com)>

Date: Thu, Apr 10, 2014 at 1:46 AM

To: Pia Lewis 12 <[pia@lewislawonline.com](mailto:pia@lewislawonline.com)>, Brandon Lewis <[blewis@lewislawonline.com](mailto:blewis@lewislawonline.com)>, Lyndah PCI <[lyndahbpci@gmail.com](mailto:lyndahbpci@gmail.com)>, Lyndah Bartolome <[esbartolome@gmail.com](mailto:esbartolome@gmail.com)>, Jojo G. Montinola <[josemontinola@yahoo.com](mailto:josemontinola@yahoo.com)>, Marvs Bermejo <[marvsbermejo@yahoo.com](mailto:marvsbermejo@yahoo.com)>, Banz Banzon'13 <[banzbazon@yahoo.com](mailto:banzbazon@yahoo.com)>, c Andy Ferreria <[entrep guru@yahoo.com](mailto:entrep guru@yahoo.com)>, D.A. Antonio '14 <[danilo.antonio78parr@gmail.com](mailto:danilo.antonio78parr@gmail.com)>

Your comments please.

How do you want me to reply to this email of Guy.

Thank you

Joe

Begin forwarded message:

**From:** Guy Koren <[guy@potatocornerusa.com](mailto:guy@potatocornerusa.com)>

**Date:** April 10, 2014 at 1:59:58 PM GMT+8

**To:** "Jose Magsaysay, Jr." <[jomag28@gmail.com](mailto:jomag28@gmail.com)>

**Cc:** "Jojo G. Montinola" <[josemontinola@yahoo.com](mailto:josemontinola@yahoo.com)>, Marvs Bermejo <[marvsbermejo@yahoo.com](mailto:marvsbermejo@yahoo.com)>, Lyndah Bartolome <[lyndahbpci@gmail.com](mailto:lyndahbpci@gmail.com)>, Amir Jacoby



<ajacoby88@gmail.com>

**Subject: ISSUES AT HAND**

From: Jomag28G <jomag28@gmail.com>

Date: Thu, Apr 10, 2014 at 2:53 AM

To: Guy Koren <guy@potatocornerusa.com>

Cc: Jojo G. Montinola <josemontinola@yahoo.com>, Marvs Bermejo <marvsbermejo@yahoo.com>, Lyndah Bartolome <lyndahbpci@gmail.com>, Amir Jacoby <ajacoby88@gmail.com>

Hi Guy,

Training:

I made it very clear in my communications with Amir a year ago that the Al-Humaizi Group is to be first trained in the Philippines and a team in the Philippines will fly to the Middle East to train after this and during opening as additional follow up training.

In June 2013 I emailed you and Amir that I do not agree about they Middle East team to train only in the USA but to be trained first in the Philippine then in the USA if they feel that they need to. Then last September I emailed you why the Al-Humaizi Group still has not trained in they Philippines and I don't remember getting any reply.

This training in the Philippines is important to me and non-negotiable.

Flavors:

We are working to extending the shelf life of the flavors which we require all international franchisees to get except for two flavors that I have allowed for the USA to use.

All international franchise operations should work around the existing shelf life.

Flavors are to be shipped from the Philippines, to avoid confusion. It will be orders from the. Philippines and billed through/by Cinco Corp and sent by Cinco Corp or by and to the new company that will eventually replace Cinco Corp in the Philippines. No more talk talk of the Hong Kong company. The policy is pay first and we dent our shipment after payment has been cleared.

I will not allow the PC USA company's to sell stocks to the Al-Humaizi Group (AHG) from our USA company if it will not been paid within 30 days after delivery is received in the Middle East. We will only allow cheese/cheddar, barbecue and sour cream to be shipped to the AHG from the USA. If AHG does not order from the Philippines.

Social Media and Website:

We will allow the AHG to proceed with a PC social network and website after they have trained in the Philippines.

This social network sites and website will be under the [www.potatocorner.com](http://www.potatocorner.com) website but should be able to stand on its own, just the way I like the PC USA social networks and websites to be. Although it will under the umbrella of [www.potatocorner.com](http://www.potatocorner.com), the local franchise can mange the sites themselves! we will reserve the right to approve or reject contents therein.

ME Store Development:

Thank you this update, as long as they meet the agreed development plan there is no problem. We will hold the agreed development plan as basis whether this franchise will continue or not. No compromise here unless the AHG shows cause why we should not terminate their franchise for not meeting the development plan.

Flavors:

I have pointed out earlier that we are working on this and this stuff takes time to develop. You and all franchise should work around this sir rent expiry dates. This were all existent when you got the franchise and agreed to grow the brand in the USA.

You are mgmt and should be able to adjust forecasts or project as needed to lessen expired space. Please work around what is present and your feedback is always noted and we are addressing them in a way that is good for the brand as a whole as we are the keepers/owners of the brand.

Mexico:

I told you months back that Mexico will be your call, whether to continue talks with Eduardo or not and I stand by that until now. Until issues are resolved as far as our partnership, mgmt of PCJV USA and how the AHG group goes, I am not allowing to do any international franchise from hereon and stop any international franchise transaction you are doing. You can refer all these to us if you wish.

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Our board here is scheduled to fly to the USA this July. You can schedule a Board meeting and a strategic planning workshop with a facilitator we both will agree on. We wish to discuss other concerns such how we as a company and as partners will handle lack of capital, management issues, lay down and clarify the base/original shareholders agreements, etc.

Until things are put in paper which can be put on record, I do not consider them urgent. You are the managing partner and we look upon you and trust you to run our company.

You can present the company's issues and proposed moving forward plans with us when the board meets. As for the urgent issue of moving forward during this 2 month period when our company's cash runs dry, again as your are the managing partner please email us your proposed moving forward plans, just make sure your moving moving does not mean diluting your partners. We will keep our minds open to your suggested moving forward options and also open for talks for your group to buy the USA Master Franchise, franchise of some states or other options. At this point we cannot give you our own moving forward proposals as we are not involved in day to day mgmt of PC USA. But because of this urgency, please and us a complete financial and operations report and with an analysis and financial ratios, we will see if we can come up with a moving forward proposal after looking at these reports.

Thanks for your email.

Best always,

Jomag

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From: Jose Montinola <josemontinola@yahoo.com>  
Date: Thu, Apr 10, 2014 at 3:08 AM  
To: guy@potatocornerusa.com <guy@potatocornerusa.com>, jomag28@gmail.com <jomag28@gmail.com>  
Cc: marvsbermejo@yahoo.com <marvsbermejo@yahoo.com>, lyndahbpci@gmail.com <lyndahbpci@gmail.com>, ajacoby88@gmail.com <ajacoby88@gmail.com>

Thank you for your reply Guy.

Jojo

Sent from Yahoo Mail for iPad

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**From:** Guy Koren <guy@potatocornerusa.com>;  
**To:** Jose Magsaysay, Jr. <jomag28@gmail.com>;  
**Cc:** Jojo G. Montinola <josemontinola@yahoo.com>; Marvs Bermejo <marvsbermejo@yahoo.com>; Lyndah Bartolome <lyndahbpci@gmail.com>; Amir Jacoby <ajacoby88@gmail.com>;  
**Subject:** ISSUES AT HAND  
**Sent:** Thu, Apr 10, 2014 5:59:58 AM

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From: Jomag28G <jomag28@gmail.com>  
Date: Thu, Apr 10, 2014 at 3:09 AM  
To: Guy Koren <guy@potatocornerusa.com>  
Cc: Jojo G. Montinola <josemontinola@yahoo.com>, Marvs Bermejo <marvsbermejo@yahoo.com>, Lyndah Bartolome <lyndahbpci@gmail.com>, Amir Jacoby <ajacoby88@gmail.com>

Hi Guy,

Correction

Our board is flying to the USA this June, not July.

Thanks

Joe

---

From: Lyndah Bartolome <lyndahbpci@gmail.com>  
Date: Thu, Apr 10, 2014 at 6:10 AM  
To: Guy Koren <guy@potatocornerusa.com>  
Cc: Jose Magsaysay, Jr. <jomag28@gmail.com>, Jose Montinola <josemontinola@yahoo.com>, Amir Jacoby <ajacoby88@gmail.com>, Marvs Bermejo <marvsbermejo@yahoo.com>

Hi Guy thanks for the e mail. I know it took a lot of effort on your part to do this.

But I believe the more urgent matter is the proposal on how to improve the financial situation of PCJV. What is needed and for what purpose.

Regards and salamat!

Lyndah

---

From: Lyndah Bartolome <[lyndahbpci@gmail.com](mailto:lyndahbpci@gmail.com)>  
Date: Mon, Apr 21, 2014 at 4:52 PM  
To: Pia Dyquiango <[pia@lewislawonline.com](mailto:pia@lewislawonline.com)>

----- Forwarded message -----

From: "Guy Koren" <[guy@potatocornerusa.com](mailto:guy@potatocornerusa.com)>  
Date: Apr 9, 2014 10:59 PM  
Subject: ISSUES AT HAND  
To: "Jose Magsaysay, Jr." <[jomag28@gmail.com](mailto:jomag28@gmail.com)>  
Cc: "Jojo G. Montinola" <[josemontinola@yahoo.com](mailto:josemontinola@yahoo.com)>, "Marvs Bermejo" <[marvsbermejo@yahoo.com](mailto:marvsbermejo@yahoo.com)>, "Lyndah Bartolome" <[lyndahbpci@gmail.com](mailto:lyndahbpci@gmail.com)>, "Amir Jacoby" <[ajacoby88@gmail.com](mailto:ajacoby88@gmail.com)>

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From: Lyndah Bartolome <[lyndahbpci@gmail.com](mailto:lyndahbpci@gmail.com)>  
Date: Mon, Apr 21, 2014 at 4:52 PM  
To: Pia Dyquiango <[pia@lewislawonline.com](mailto:pia@lewislawonline.com)>

----- Forwarded message -----

From: "Jomag28G" <[jomag28@gmail.com](mailto:jomag28@gmail.com)>  
Date: Apr 10, 2014 2:53 AM  
Subject: Re: ISSUES AT HAND  
To: "Guy Koren" <[guy@potatocornerusa.com](mailto:guy@potatocornerusa.com)>  
Cc: "Jojo G. Montinola" <[josemontinola@yahoo.com](mailto:josemontinola@yahoo.com)>, "Marvs Bermejo" <[marvsbermejo@yahoo.com](mailto:marvsbermejo@yahoo.com)>, "Lyndah Bartolome" <[lyndahbpci@gmail.com](mailto:lyndahbpci@gmail.com)>, "Amir Jacoby" <[ajacoby88@gmail.com](mailto:ajacoby88@gmail.com)>

---

From: Pia Dyquiango <[pia@lewislawonline.com](mailto:pia@lewislawonline.com)>  
Date: Mon, Apr 21, 2014 at 5:01 PM  
To: Lyndah Bartolome <[lyndahbpci@gmail.com](mailto:lyndahbpci@gmail.com)>

Lyndah

Thanks for sending it. We haven't seen this. We will give our analysis once reviewed.



Pia

--

Best Regards,

***PIA MARIE DYQUIANGCO***

Attorney at Law

The Lewis Law Group, APLC

505 N. Tustin Avenue, Suite 155

Santa Ana, California 92705

Office: (714)541-8000

Fax: (714) 541-8008

Cell: (714) 488-6898

Website: [www.lewislawonline.com](http://www.lewislawonline.com)

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-----  
From: lyndahbpci <[lyndahbpci@gmail.com](mailto:lyndahbpci@gmail.com)>  
Date: Mon, Apr 21, 2014 at 5:34 PM  
To: Pia Dyquiango <[pia@lewislawonline.com](mailto:pia@lewislawonline.com)>

Hi Pia. Please wait as there are still a number of e mails I need to forward to you.

Thanks

Sent from Samsung Mobile

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From: Lyndah Bartolome <[lyndahbpci@gmail.com](mailto:lyndahbpci@gmail.com)>  
Date: Sat, Sep 5, 2015 at 6:11 AM  
To: <[lindabartolome@yahoo.com](mailto:lindabartolome@yahoo.com)>

## Forwarded conversation

Subject: ISSUES AT HAND

-----  
From: **Guy Koren** <[guy@potatocornerusa.com](mailto:guy@potatocornerusa.com)>  
Date: Thu, Apr 10, 2014 at 1:59 PM  
To: "Jose Magsaysay, Jr." <[jomag28@gmail.com](mailto:jomag28@gmail.com)>  
Cc: "Jojo G. Montinola" <[josemontinola@yahoo.com](mailto:josemontinola@yahoo.com)>, Marvs Bermejo <[marvsbermejo@yahoo.com](mailto:marvsbermejo@yahoo.com)>, Lyndah Bartolome <[lyndahbpci@gmail.com](mailto:lyndahbpci@gmail.com)>, Amir Jacoby <[ajacoby88@gmail.com](mailto:ajacoby88@gmail.com)>

-----  
From: **Jomag28G** <jomag28@gmail.com>

Date: Thu, Apr 10, 2014 at 4:46 PM

To: Pia Lewis 12 <pia@lewislawonline.com>, Brandon Lewis <blewis@lewislawonline.com>, lyndah PCI <lyndahbpci@gmail.com>, Lyndah Bartolome <esbartolome@gmail.com>, "Jojo G. Montinola" <josemontinola@yahoo.com>, Marvs Bermejo <marvsbermejo@yahoo.com>, Banz Banzon'13 <banzbazon@yahoo.com>, c Andy Ferreria <entrep guru@yahoo.com>, "D.A. Antonio '14" <danilo.antonio78parr@gmail.com>

Your comments please.

How do you want me to reply to this email of Guy.

Thank you

Joe

Begin forwarded message:

**From:** Guy Koren <guy@potatocornerusa.com>

**Date:** April 10, 2014 at 1:59:58 PM GMT+8

**To:** "Jose Magsaysay, Jr." <jomag28@gmail.com>

**Cc:** "Jojo G. Montinola" <josemontinola@yahoo.com>, Marvs Bermejo <marvsbermejo@yahoo.com>, Lyndah Bartolome <lyndahbpci@gmail.com>, Amir Jacoby <ajacoby88@gmail.com>

**Subject:** ISSUES AT HAND

-----  
From: **Jomag28G** <jomag28@gmail.com>

Date: Thu, Apr 10, 2014 at 5:53 PM

-----  
From: **Jose Montinola** <josemontinola@yahoo.com>

Date: Thu, Apr 10, 2014 at 6:05 PM

To: "guy@potatocornerusa.com" <guy@potatocornerusa.com>, "jomag28@gmail.com" <jomag28@gmail.com>

Cc: "marvsbermejo@yahoo.com" <marvsbermejo@yahoo.com>, "lyndahbpci@gmail.com" <lyndahbpci@gmail.com>, "ajacoby88@gmail.com" <ajacoby88@gmail.com>

Thank you for your reply Guy.

Jojo

Sent from Yahoo Mail for iPad

-----  
**From:** Guy Koren <guy@potatocornerusa.com>;

**To:** Jose Magsaysay, Jr. <jomag28@gmail.com>;

**Cc:** Jojo G. Montinola <josemontinola@yahoo.com>; Marvs Bermejo <marvsbermejo@yahoo.com>; Lyndah Bartolome <lyndahbpci@gmail.com>; Amir Jacoby <ajacoby88@gmail.com>;

**Subject:** ISSUES AT HAND

**Sent:** Thu, Apr 10, 2014 5:59:58 AM

-----  
From: **Jomag28G** <[jomag28@gmail.com](mailto:jomag28@gmail.com)>  
Date: Thu, Apr 10, 2014 at 6:09 PM  
To: Guy Koren <[guy@potatocornerusa.com](mailto:guy@potatocornerusa.com)>  
Cc: "Jojo G. Montinola" <[josemontinola@yahoo.com](mailto:josemontinola@yahoo.com)>, Marvs Bermejo <[marvsbermejo@yahoo.com](mailto:marvsbermejo@yahoo.com)>, Lyndah Bartolome <[lyndahbpci@gmail.com](mailto:lyndahbpci@gmail.com)>, Amir Jacoby <[ajacoby88@gmail.com](mailto:ajacoby88@gmail.com)>

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Thanks

Joe

-----  
From: **Lyndah Bartolome** <[lyndahbpci@gmail.com](mailto:lyndahbpci@gmail.com)>  
Date: Thu, Apr 10, 2014 at 9:10 PM  
To: Guy Koren <[guy@potatocornerusa.com](mailto:guy@potatocornerusa.com)>  
Cc: "Jose Magsaysay, Jr." <[jomag28@gmail.com](mailto:jomag28@gmail.com)>, Jose Montinola <[josemontinola@yahoo.com](mailto:josemontinola@yahoo.com)>, Amir Jacoby <[ajacoby88@gmail.com](mailto:ajacoby88@gmail.com)>, Marvs Bermejo <[marvsbermejo@yahoo.com](mailto:marvsbermejo@yahoo.com)>

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Regards and salamat!

Lyndah

-----  
From: **Lyndah Bartolome** <[lyndahbpci@gmail.com](mailto:lyndahbpci@gmail.com)>  
Date: Tue, Apr 22, 2014 at 7:52 AM  
To: Pia Dyquiangco <[pia@lewislawonline.com](mailto:pia@lewislawonline.com)>

----- Forwarded message -----

From: "Guy Koren" <[guy@potatocornerusa.com](mailto:guy@potatocornerusa.com)>  
Date: Apr 9, 2014 10:59 PM  
Subject: ISSUES AT HAND  
To: "Jose Magsaysay, Jr." <[jomag28@gmail.com](mailto:jomag28@gmail.com)>  
Cc: "Jojo G. Montinola" <[josemontinola@yahoo.com](mailto:josemontinola@yahoo.com)>, "Marvs Bermejo" <[marvsbermejo@yahoo.com](mailto:marvsbermejo@yahoo.com)>,

"Lyndah Bartolome" <lyndahbpci@gmail.com>, "Amir Jacoby" <ajacoby88@gmail.com>

-----  
From: **Lyndah Bartolome** <lyndahbpci@gmail.com>  
Date: Tue, Apr 22, 2014 at 7:52 AM  
To: Pia Dyquiangco <pia@lewislawonline.com>

----- Forwarded message -----

From: "Jomag28G" <jomag28@gmail.com>  
Date: Apr 10, 2014 2:53 AM  
Subject: Re: ISSUES AT HAND  
To: "Guy Koren" <guy@potatocornerusa.com>  
Cc: "Jojo G. Montinola" <josemontinola@yahoo.com>, "Marvs Bermejo" <marvsbermejo@yahoo.com>, "Lyndah Bartolome" <lyndahbpci@gmail.com>, "Amir Jacoby" <ajacoby88@gmail.com>

-----  
From: **Pia Dyquiangco** <pia@lewislawonline.com>  
Date: Tue, Apr 22, 2014 at 8:01 AM  
To: Lyndah Bartolome <lyndahbpci@gmail.com>

Lyndah

Thanks for sending it. We haven't seen this. We will give our analysis once reviewed.

Pia

--

Best Regards,

***PIA MARIE DYQUIANGCO***

Attorney at Law

The Lewis Law Group, APLC

505 N. Tustin Avenue, Suite 155

Santa Ana, California 92705

Office: (714) 541-8000

Fax: (714) 541-8008

Cell: (714) 488-6898

Website: [www.lewislawonline.com](http://www.lewislawonline.com)

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From: **lyndahbpci** <lyndahbpci@gmail.com>  
Date: Tue, Apr 22, 2014 at 8:34 AM  
To: Pia Dyquiangco <pia@lewislawonline.com>



Hi Pia. Please wait as there are still a number of e mails I need to forward to you.

Thanks

Sent from Samsung Mobile

-----  
From: Lyndah Bartolome <[lyndahbpci@gmail.com](mailto:lyndahbpci@gmail.com)>  
Date: Fri, Oct 30, 2015 at 10:28 PM  
To: GMB TEAM1 <[gmbfranconsult1@gmail.com](mailto:gmbfranconsult1@gmail.com)>

Rizza please print e mail of Guy and Jomag - 3 copies.

----- Forwarded message -----

From: **Guy Koren** <[guy@potatocornerusa.com](mailto:guy@potatocornerusa.com)>  
Date: Thu, Apr 10, 2014 at 1:59 PM  
Subject: ISSUES AT HAND  
To: "Jose Magsaysay, Jr." <[jomag28@gmail.com](mailto:jomag28@gmail.com)>  
Cc: "Jojo G. Montinola" <[josemontinola@yahoo.com](mailto:josemontinola@yahoo.com)>, Marvs Bermejo <[marvsbermejo@yahoo.com](mailto:marvsbermejo@yahoo.com)>, Lyndah Bartolome <[lyndahbpci@gmail.com](mailto:lyndahbpci@gmail.com)>, Amir Jacoby <[ajacoby88@gmail.com](mailto:ajacoby88@gmail.com)>